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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 GP Global APAC Pte. Ltd. *

11 and * **IN ADMIRALTY**

12 GP Global ARA BV, *

13 Plaintiffs, * Civil Action No.

14 v. *

15 M/V AMIS INTEGRITY, *

16 (IMO No. 9732412), its engines, *

17 tackle and apparel, *

18 Defendant *in rem*. *

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22 **VERIFIED COMPLAINT *IN REM* FOR**
23 **WARRANT OF ARREST UNDER**

24
25 **VERIFIED COMPLAINT WITH REQUEST**
26 **FOR ISSUE OF WARRANT FOR VESSEL ARREST**

**SUPPLEMENTAL ADMIRALTY AND
MARITIME RULE C**

Plaintiffs GP Global APAC Pte. Ltd. and GP Global ARA BV (collectively “GP Global”) bring this Verified Complaint against defendant M/V AMIS INTEGRITY (IMO No. 9732412), *in rem* (“Vessel”) and plead and allege as follows:

JURISDICTION AND VENUE

1. This is an admiralty and maritime claim within the meaning of Fed. R. Civ. P. 9(h) as it involves claims for enforcement of a maritime lien and for unjust enrichment.

2. This action also falls within this Court’s admiralty and maritime jurisdiction under 28 U.S.C. § 1333, 46 U.S.C. § 31342, and Rule C of the Supplemental Rules of Certain Admiralty and Maritime Claims (“Supplemental Rule[s]”) for arrest of the Vessel.

3. On information and belief, the Vessel will be or is present in navigable waters within the jurisdiction of this Court during the pendency of this action, and therefore, venue is proper pursuant to 28 U.S.C. § 1391(b).

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PARTIES

4. GP Global APAC Pte. Ltd. is a Singapore company, and GP Global ARA BV is a Netherlands company, both of which are bunker traders providing bunkers (marine fuel) to ocean going vessels, including to the Vessel.

5. Defendant Vessel is a Panamanian flag vessel.

FACTS

6. This is an action in admiralty, in rem, to enforce a maritime lien for necessities on the Vessel. This lien arises from plaintiffs' provision of necessities to the Vessel pursuant to 46 U.S.C. § 31342.

7. On the order of head charterer of the Vessel, Dry Bulk Singapore, plaintiff GP Global ARA BV on March 7, 2019 provided \$50,419.66 of bunkers to the Vessel at Cape Town, South Africa, with an agreed payment due date of April 8, 2019.

8. Then, on June 1, 2019, plaintiff GP Global APAC Pte. Ltd., also on the order of head charterer of the Vessel, Dry Bulk Singapore, provided the Vessel with \$228,601.08 of bunkers at Singapore, with an agreed payment due date of July 1, 2019.

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1 9.11 Should the Bunker Fuel be purchased by an intermediary such as
2 a manager, broker, trader or agent then such manager, broker, trader
3 or agent shall (in addition to the Buyer) be bound by and liable for all
4 obligations as fully and completely as if they were themselves the
5 Buyer whether such principal be disclosed or undisclosed and whether
6 or not such manager, broker, trader or agent purports to contract as
7 manager, broker, trader or agent only. Furthermore, delivery shall
8 always take place for the account of the registered owners and for the
9 account of the current charterers all of whom shall, together with any
10 intermediary, remain jointly and severally liable for the payment of
11 the delivery as Buyer until payment has been received by the Seller in
12 full. The Buyer warrants that it is authorized as agent to order the
13 Bunker Fuel for delivery to the Vessel, and that the Seller has a lien
14 on the Vessel for its claim. The Buyer agrees to keep all persons
15 covered in Clause 2(g) informed of the warranty given by the Buyer
16 pursuant to these presents.

17 * * *

18 19.3 The General Maritime Law of the United States shall always
19 apply with respect to the existence of a maritime lien, regardless of
20 the country in which Seller takes legal action. Seller shall be entitled
21 to assert its rights of lien or attachment or other rights, whether in law,
22 in equity or otherwise, in any jurisdiction where the Vessel may be
23 found.

24 10. Plaintiffs invoiced Buyer/ head charterer of the Vessel, Dry Bulk
25 Singapore for each of the provisions, however, despite repeated demand, plaintiffs
26 have not been paid for the bunker provisions to the Vessel.

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1 11. During all relevant times set forth herein, head charterer Dry Bulk
2 Singapore was both in lawful possession and a lawful operator of the Vessel and
3 the Vessel was in navigation.
4

5 12. GP Global relied on the good faith and credit of the Vessel when
6 contracting for the sale of marine fuel to the Vessel and its provision to the Vessel.
7

8 13. 46 U.S.C. §§ 31341-31343 and §31301(4) provide for maritime liens
9 for “necessaries,” a term that legally means “any item which is reasonably needed
10 for the venture in which the ship is engaged,” including those that “enable her to
11 perform her particular function.” *Foss Launch Tug Co. v. Char Ching Shipping,*
12 *USA*, 808 F.2d 697, 699 (9th Cir. 1987). Bunkers (marine fuel) is a necessary as
13 it is reasonably needed to propel the Vessel through the water.
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16 14. Dry Bulk Singapore, as head charterer of the Vessel, had actual
17 authority and/or presumed authority to procure necessities for the Vessel. To that
18 end, GP Global contracted with an officer or agent appointed by Dry Bulk
19 Singapore to handle the Vessel’s fuel needs. *See* 46 U.S.C. § 31341(a)(4)(B)
20 (presumed authority).
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1 15. United States law controls the bunker provision to the Vessel and GP
2 Global through that holds United States law-based maritime liens in rem against
3 the Vessel for the full amount of its provision, interest and related costs and fees.
4
5 *Trans-Tec Asia v. M/V HARMONY CONTAINER*, 518 F.3d 1120 (9th Cir.), *cert.*
6 *denied*, 129 S. Ct. 628, 172 L. Ed. 2d 639 (2008).

7
8 16. Further, after GP Global provided the bunkers to the Vessel, the
9 Vessel's Chief Engineer and/ or an authorized Vessel officer personally signed the
10 Bunker Delivery Note on behalf of the Vessel and its owners. GP Global has fully
11 paid the physical supplier and all others in the chain of title for the Bunkers.
12

13 17. Based on 46 U.S.C. § 31341, 46 U.S.C. § 31342, and Supplemental
14 Rule C, GP Global has a maritime lien on the vessel because it provided
15 necessities to the Vessel under a marine fuel contract with head charterer Dry Bulk
16 Singapore, the Vessel's lawful possessor and operator at the time of the GP Global
17 bunkers provision. Moreover, these necessities were accepted on the order of the
18 chief engineer, a Vessel officer, appointed by the Vessel's owner. Payment for the
19 bunkers which GP Global provided, a recognized maritime necessary, remains
20 outstanding.
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COUNT II – UNJUST ENRICHMENT

18. Plaintiffs reallege and incorporate the foregoing paragraphs.

19. GP Global provided and paid for goods and services that were accepted by and benefited Defendant Vessel, and which remained and remain the property of GP Global. The bunkers were and are necessary to the Vessel's operations. The Vessel benefited from and was enriched by the provision of the bunkers, including but not limited to, the fact that the bunkers fuel enabled the Vessel to continue to operate, to receive cargo, and to earn freights.

20. Despite this benefit provided to the Vessel, GP Global was not paid. The Vessel therefore was unjustly enriched.

COUNT III – TRESPASS AND/OR CONVERSION

21. Plaintiffs reallege and incorporate the foregoing paragraphs.

22. GP Global retained title to the bunkers provided to the Vessel, however, the Vessel consumed the bunkers and never paid for them, interfering with GP Global's ownership rights.

23. The Vessel therefore further is liable to GP Global for trespass and/ or conversion for the value of the bunkers.

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PRAYER FOR RELIEF

WHEREFORE, GP Global prays for relief against the in rem defendant Vessel as follows:

1. That this Court enter judgment in rem against the Vessel, including without limitations all of its engines, machinery, tools, boats, anchors, chains, tackle, fittings, navigation equipment, and all other equipment and appurtenances appertaining or belonging to the Vessel, whether on board or not, and order that GP Global's claims of:

For GP Global ARA BV, in the principal amount of **\$50,419.66**,

For GP Global APAC Pte. Ltd., in the principal amount of **\$228,601.08**, plus pre-judgment interest, postjudgment interest, contractual fees, and attorney fees and costs thereon as allowed by the parties contract and by law;

2. The Clerk of this Court issue a warrant for arrest of the Vessel, commanding the United States Marshal for this District to arrest and take into custody the Defendant Vessel and detain the same in his custody or that of a substitute custodian until further order of this Court;

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1 3. The Court find that GP Global holds valid maritime liens against the
2 Vessel and its engines, appurtenances, furnishings, machinery, and equipment as
3 provided by 46 U.S.C. § 31342, and by federal law construing the statute;
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5 4. The Court hold that at the sale of the Vessel GP Global may credit bid
6 without cash deposit the amount due and owing up to the full amount thereof;
7

8 5. The Court award GP Global its attorney fees, costs, and other
9 expenses incurred in connection with this proceeding, including without
10 limitations, all costs incurred in *custodia legis* as may be established at trial or
11 otherwise awarded; and
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6. The Court grant such other legal and equitable relief as this Court
deems just and proper.

DATED this 22nd day of January, 2020.

HOLMES WEDDLE & BARCOTT

/s/ John E. Casperson

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Plaintiffs' GP Global Counsel

VERIFICATION

I am a principal of Simms Showers LLP, counsel to plaintiffs GP Global.
No officer of GP Global is present in this District to make this declaration, which
GP Global has authorized me to make on their behalf based on facts including
documents received from GP Global. The facts alleged in the foregoing complaint

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1 are true and correct to the best of my knowledge and information based upon the
2 records of GP Global.

3 Pursuant to 28 U.S.C. § 1746(1), I certify under penalty of perjury that the
4 foregoing is true and correct.
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6 Executed on January 22, 2020.
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8 /s/ J. Stephen Simms
9 J. Stephen Simms
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